# General Terms and Conditions

## TABLE OF CONTENTS

1.0 LICENSED PRODUCT WARRANTY & SUPPORT ........................................................................... 2
   1.1. Warranty for Relimetrics Product Hardware ........................................................................ 2
   1.2. Warranty for Relimetrics Product Software ......................................................................... 2
   1.3. Support Contact .................................................................................................................... 4

2.0 PAYMENT CONDITIONS ......................................................................................................... 4

3.0 INDEMNIFICATION AND LIMITATION OF LIABILITY .......................................................... 4
   3.1. Indemnification .................................................................................................................... 4
   3.2. Limitation of Liability .......................................................................................................... 5

4.0 INTELLECTUAL PROPERTY ................................................................................................ 5

5.0 CONFIDENTIALITY ............................................................................................................... 6
   5.1. Confidential Information ...................................................................................................... 6
   5.2. Non-Disclosure and Non-Use of Confidential Information .................................................. 7
   5.3. Permitted Disclosures ......................................................................................................... 7

6.0 GOVERNING LAW / VENUE ................................................................................................ 7

7.0 TERM AND TERMINATION .................................................................................................. 7

8.0 GENERAL PROVISIONS ....................................................................................................... 8
For purposes of this General Terms and Conditions (“GTC):

“Relimetrics Product” means the Relimetrics’ ReliVision Product Suite (“ReliVision”) and Hardware Setups for Quality Assurance Automation including a) Robotic MVS, b) Static MVS and c) Scanning MVS.

“Professional Service Fees” means the fees for services provided to the Client including product support and maintenance fees payable by the Client to the Supplier.

“License Fees” means the fees for licensing Relimetrics Product.

“Datasets” means the data processed using Relimetrics Product.

“Results” means the output obtained by applying a Rule to Datasets via the application of Relimetrics Product.

“Rules” means [algorithms operating as part of Relimetrics Product for the purpose of generating Results from Datasets].

1.0 LICENSED PRODUCT WARRANTY & SUPPORT

1.1 Warranty for the Relimetrics Product – Hardware

1. The Supplier warrants the functionality and the performance of the hardware components of the Relimetrics Product for 12 months. The warranty period shall commence upon shipment of the hardware components to the Client.

2. During the warranty period, in case of a defective hardware component, the Supplier will exchange the defective component by a non-defective component and replace it at no-cost to the Client.

3. The Client shall comply with the specifications, notes, guidelines and conditions in the technical notes, assembly, operating and operating instructions, in particular with regard to the conditions of use of the products (e.g. oiling notes, quality of compressed air or other operating media, ambient conditions) and other documents relating to the products during the planning, construction, assembly, connection, installation, commissioning, operation and maintenance of the products; in particular the Client shall carry out any maintenance work properly and use recommended components. Warranty claims for defects resulting from the violation of this obligation are excluded.

4. The Client shall not modify the hardware and hardware setups supplied by the Supplier, modify or remove existing warnings about dangers arising from improper use of the hardware setup, and shall immediately inform Supplier in writing of any risks that become known while using the hardware setup and of possible hardware setup defects. In the event of a breach of this obligation, the Client shall indemnify the Supplier against product liability claims.

5. After acceptance of the hardware by the Client on its shop floor, no claims for defects shall arise as a result of natural wear and tear, in particular in the case of wearing parts, improper handling, assembly, use or storage or improperly carried out modifications or repairs to the hardware components of the Relimetrics Product by the Client or third parties. The same applies to defects attributable to the Client or to a technical cause other than the original defect.

6. After the warranty period is over, all hardware related issues are subject to Professional Service Fees. The daily rate is 800 EUR / day / technician excluding travel costs.
1.2 Warranty for the Supplier Product – Licensed Software

1. The Licensed Software product is provided to the Client on an “as is” basis at the point of license activation. The Supplier warrants the functionality and the performance of its software running together with the hardware of the Relimetrics Product during the licensing term. The warranty period shall commence upon activation of the license.

2. The Supplier warrants that the Licensed Software shall be free from errors to the best of Supplier’s knowledge, shall comply with the documentation and the specifications in all respects, and shall provide the functions and features and operate in the manner described in this GTC; operations contemplated by this GTC.

3. The Supplier warrants that the Licensed Software is at all times during the license period in compliance with applicable law including, without limitation any approval requirements, the applicable data protection or telecommunications laws or any other regulatory requirements.

4. The Supplier warrants that the use of the Licensed Software by the Client does not infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property, proprietary or privacy rights (“Proprietary Rights”) of any third party.

5. The Supplier warrants that the Supplier will use commercially reasonable endeavors within its control to ensure that the Licensed Software is available to the Client 99.5% of the time during normal business hours in any one calendar month.

6. **Disclaimer.** The SUPPLIER DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET ALL OF THE CLIENT’S (LICENSEE’S) REQUIREMENTS, THAT THE USE OR OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THE WARRANTIES ABOVE ARE FOR THE LICENSED SOFTWARE PROVIDED TO THE CLIENT AT THE POINT OF LICENSE ACTIVATION AND SOFTWARE TRAINED OR MODIFIED BY THE SUPPLIER AND WILL NOT APPLY TO MODIFICATIONS TO THE LICENSED SOFTWARE IF THE CLIENT RE-TRAINS ALGORITHMS ON ITS OWN. ANY CHANGES TO THE TO BE INSPECTED PRODUCTS AND CONFIGURATIONS MAY REQUIRE RE-TRAINING. EXCLUDING THE WARRANTIES STATED IN THIS GTC, THE SUPPLIER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE LICENSED SOFTWARE. THE SUPPLIER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AS TO ANY MATTER. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

7. During an active Licensing Period, a defect / error exists if the Licensed Software does not fulfill the functions and features stated in the product description, delivers incorrect results, uncontrollably interrupts its running or otherwise does not function properly, so that the use of the Licensed Software is prevented or impaired. The Supplier will use reasonable efforts to correct defects / errors, if any, which are discovered within the warranty period and provide the Client with remote assistance. This includes next business day support of a technician of the Supplier via phone or e-mail, and release of appropriate bug fixes, provided that the Supplier has an active VPN tunnel access to diagnose the problem. The Client acknowledges that the Supplier's ability to provide correction hereunder may require downtime of the Licensed Software.

8. In the event of defects, the Client shall be obliged to provide the Supplier with all information necessary for error analysis and subsequent performance and to grant the Supplier or the persons commissioned by the Supplier unrestricted access to the hardware on which the Supplier's software is installed. The Client’s notification shall – if possible - contain a detailed description, in writing, of any malfunction of the Licensed Software, including the frequency of the malfunction and the conditions surrounding the malfunction. If Supplier carries out an error analysis at the Client’s request and it turns out that there is no error which
Supplier is obliged to remedy, the Supplier can invoice the Client for the corresponding expenditure on the basis of the Supplier's applicable hourly rates.

9. The Supplier shall not be liable for errors in the Licensed Software, which have been caused by application errors on the part of the Client and which could have been avoided if the program documentation had been consulted carefully; this also applies to non-existent or insufficient backup measures; due to the actions of a virus or other external influences for which the Supplier is not responsible, such as fire, accidents, power failure, etc.; which are based on the fact that the software was used in connection with a hardware product other than that specified by the Supplier or in an operating environment other than that approved by the Supplier, or are attributable to faults in the hardware, the operating system or computer programs of other manufacturers which the Client uses in connection with the software; which are based on the fact that the software was changed by the Client or a third party without authorization.

10. For all on-site technical troubleshooting Supplier is not obliged to remedy, Supplier will charge the Client 100 EUR per hour per technician.

1.3 Support Contact

Supplier agrees to provide maintenance and support for the Relimetrics Product as set forth below:

Hours of Support: per email 24h x 7; per phone during business hours in each geography the Supplier supports Mo – Fr (9 a.m. – 5 p.m.)

Telephone Number: +49 30 6392 2929

Supplier support mail address: support@relimetrics.com

Supplier Web Site: www.relimetrics.com

2.0 PAYMENT CONDITIONS

1. Purchase Order. The Supplier shall not perform any work without a formal purchase order issued by the Client and accepted by the Supplier.

2. Payment. The following payment conditions shall apply: Payment thirty (30) days NET after the invoicing date. All payments of invoiced amounts must be paid in full in EUROs or in USD to Relimetrics, Inc. or its subsidiary, Relimetrics GmbH, at the address written in the invoice. The Client acknowledges that if a payment is delayed for more than thirty (30) days, the Supplier in addition to any other remedy available to the Supplier and not as an election of remedies, may suspend its performance hereunder until no past-due payments are outstanding.

3. Taxes. All payments and amounts due are NET and shall be paid without deduction or set-off or counter claim, free and clear of any restrictions or conditions, and without deduction for any taxes, levies, imposts, duties, fees, deductions, assessments, withholdings or other governmental charges (each and all, “Taxes”). The Client will pay or reimburse all Taxes (VAT), based on laws and regulations.

3.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

3.1 Indemnification

Both the Supplier and the Client shall indemnify and hold each other harmless from and against any third party claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, the “Claims”) arising out of (1) violation of any laws or regulations, or (2) any gross negligence or willful misconduct. The indemnifying party shall, at its own expense, defend the
indemnified party against any Claim provided that (a) the indemnified party promptly notifies the indemnifying Party of any Claims; (b) the Indemnifying Party has sole control of the settlement or defense action against the Indemnified Party to which the said indemnity relates to the extent that such settlement or defense action neither contradict the benefit of the Indemnified Party nor have any impact on the property or intellectual property of the Indemnified Party without the prior written consent from the indemnified party; and (c) the Indemnified Party reasonably cooperates with the Indemnifying Party to facilitate such settlement or defense. Except in case the Indemnifying Party refuses to fully defend and hold harmless the Indemnified Party against subject losses, in no event shall the Indemnified Party be entitled to settle Claims subject to indemnification without the prior written consent of the Indemnifying Party, and the Indemnifying Party shall not be liable for any settlement amounts that are effectuated without the Indemnifying Party’s consent, provided such consent shall not be unreasonably withheld, delayed or conditioned. The Indemnifying Party may settle any Claim on behalf of the Indemnified Party without the Indemnified Party’s consent so long as the only consideration given by the Indemnified Party is monetary and paid by the Indemnifying Party. Except as set forth in the preceding sentence, the Indemnifying Party may not settle any Claim or consent to any judgment without first obtaining the written consent of the Indemnified Party, such consent not to be unreasonably withheld, delayed or conditioned. The Indemnified Party may participate in its own defense at its own expense.

3.2 Limitation of Liability

EXCEPT WITH RESPECT TO BREACHES INVOLVING THE DISCLOSURE OF CONFIDENTIAL INFORMATION, AND WITHOUT LIMITING THE SUPPLIER’S AND THE CLIENT’S RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS GTC, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT THE SUPPLIER OR THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO THE SUPPLIER’S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION HEREUNDER, IN NO EVENT WILL THE SUPPLIER’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY THE CLIENT’ (LICENSEE) FOR THE SUPPLIER SERVICES GIVING RISE TO THE LIABILITY DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THE SUPPLIER AND THE CLIENT AGREE THAT THE PRECEDING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK.

4.0 INTELLECTUAL PROPERTY

1. Relimetrics Product License. Subject to the Client’s payment of the licensing fees and its conformance to the licensing terms and conditions set in this GTC, the Supplier will grant the Client a non-exclusive, limited, non-transferable license during the Term to use the Relimetrics Products, in object code form only, for the sole purpose of applying Rules to Datasets in order to generate Results.

2. License Restrictions. Except for the rights granted in this Section, the Client (Licensee) may not: (a) resell, sublicense, reproduce (except for a reasonable number of copies for backup or archival purposes), distribute, transfer or otherwise grant access to or transmit the Relimetrics Product to any third party for any purpose, or (b) modify, adapt, alter, translate, or create derivative works from the Relimetrics Product and its software, or (c) allow any third party to resell, sublicense, distribute, transfer or otherwise grant access to or transmit the Relimetrics Product for any purpose, or (d) reverse engineer, decompile, disassemble, or otherwise attempt (e) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Relimetrics Product, including without limitation any such mechanism used to restrict or control the functionality of the Relimetrics Product or (f) to derive the Relimetrics Product software’s source code or the underlying ideas, algorithms, structure or organization from the Relimetrics Product or Rules; or (g) provide or make available the Relimetrics Product to any third
party; or (h) distribute, transfer or otherwise grant access to or transmit the Relimetrics Product software to any third party; or (i) remove or obfuscate any product identification, copyright or other proprietary notice from any element of the Relimetrics Product hardware and software documentation; or (j) use, or authorize to use, the Relimetrics Product software as on-demand software (e.g. SaaS, PaaS, or a similar model) or otherwise permit any person or entity to have access to the Relimetrics Product software by means of a time sharing, remote computing services, networking, batch processing, service bureau or time sharing arrangement.

3. **Client Ownership.** The licensing of Relimetrics Product grants the Client (Licensee) no title to or ownership of the Relimetrics Product hardware and software products and its components, except for the limited right of using the Relimetrics Product software in connection with the Client’s parts and images, in object code form only, for the sole purpose of applying algorithms operating as part of the Relimetrics Product Software to Datasets, including images, features, signals, to generate results, meaning the output obtained by applying a Rule to Datasets via the application of the Relimetrics Product Software. All data, copyrights, reports, and works of authorship developed while using the Relimetrics Product software at the Client’s premises shall be the sole property of the Client.

4. **Reserved Rights.** Except for the limited rights granted in this Section 8, the Supplier reserves all right, title and interest in and to the Relimetrics Product and its components, including without limitation the right to market and distribute any Supplier’s products and services to any third party, either alone or combined with third party services and products, either directly by the Supplier or through third parties. The Client acknowledges that nothing in this GTC is intended or will be construed to limit in any way the right or power of the Supplier to grant to any other person a license to use any Supplier’s products or services. In addition, Licensee acknowledges that the Supplier has expended considerable time, effort and funds to compile the Rules. Title to all Rules configured by the Supplier shall vest and at all times remain vested in the Supplier. Licensee shall have no rights with respect to the Rules except as set forth in this Sections 2. Except as otherwise provided herein, including, but not limited to Section 8 of this Agreement, immediately following the expiration or earlier termination of this Agreement, Licensee shall cease all use of the Rules, purge the Rules from its records and destroy all copies of the Rules in its possession or control, and Licensee shall deliver written certification of such destruction to the Supplier no later than thirty (30) days following the expiration or earlier termination of this Agreement.

5. Items delivered under this GTC such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use by the Client.

6. The Supplier warrants that the Services performed or delivered under this GTC will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country.

### 5.0 CONFIDENTIALITY

#### 5.1 Confidential Information

The Contract Partners agree that during the course of the Services, each Contract Partner (the “Disclosing Party”) may disclose to the other Contract Partner (the “Receiving Party”) certain Confidential Information (defined below) of such disclosing party. “Confidential Information” means any information, technical data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances of the Disclosing Party. The Receiving Party shall treat the content and existence of this GTC as Confidential Information. Each Contract Partner is forbidden from using the other Contract Partner’s name, trademark or logo without obtaining the other Contract Partner’s prior written consent. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of the obligations by the Receiving Party, or (iii) is
approved for release by the Disclosing Party, or (iv) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

5.2 Non-Disclosure and Non-Use of Confidential Information

The Receiving Party agrees not to use the Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose except as necessary for the purposes of this GTC. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to third parties or to the Receiving Party’s employees except employees who are required to have the said Confidential Information in order to carry out the Receiving Party’s obligations hereunder. The Receiving Party’s employees to whom Confidential Information of the Disclosing Party is disclosed shall be bound by obligations of confidentiality at least as protective as set forth herein. The Receiving Party agrees that it will use the same standard of care that it uses in protecting its own confidential information to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party and to prevent it from falling into the public domain or the possession of unauthorized persons, but in no case less than reasonable care. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information that may come to its attention. In the event of any termination of this GTC, the Receiving Party shall return to the Disclosing Party all copies of Disclosing Party’s Confidential Information in the Receiving Party’s possession or control.

5.3 Permitted Disclosures

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information, including the existence and the terms of this, to the extent such disclosure is reasonably necessary to: (a) prosecute or defend litigation, (b) exercise rights hereunder provided such disclosure is covered by terms of confidentiality similar to those set forth herein, (c) facilitate discussions with prospective investors in connection with financing arrangements or a proposed acquisition of such party, subject to appropriate confidentiality agreements, and (d) comply with applicable governmental laws, regulations and orders. In the event that any of the Contract Partners shall reasonably deem it necessary to disclose, pursuant to clauses (a) or (d) above, the Confidential Information belonging to the other party, the Disclosing Party shall to the extent possible give reasonable advance notice of such disclosure to the other party and take reasonable measures to ensure confidential treatment of such Confidential Information.

6.0 GOVERNING LAW / VENUE

This GTC will be governed and construed under the laws of Germany. In no event shall this agreement be governed by the United Nations convention on contracts for the international sales of goods. All disputes arising out of or related to this GTC shall be subject to the exclusive jurisdiction and venue of the Berlin courts located in Germany.

7.0 TERM AND TERMINATION

1. Term. Monthly or annual based on the Client’s choice.

2. Termination. Both the Supplier and the Client can terminate their engagement with a 30-day written notice for cause or without any cause. In the event of termination, the Supplier will discontinue all work thereunder and return all Confidential Information provided by the Client. The effect of termination is as follows:

a. Professional Services. Upon termination of any Statement(s) of Work and/or Purchase Order(s), the Supplier will immediately provide the Client with any and all work in progress or completed prior to the termination date. The Client will pay the Supplier an equitable amount for the partially
completed work in progress and the full agreed amount for the completed Professional Services and/or Deliverables provided and accepted prior to the date of termination.

b. **Licensed Products (without cause)** – Upon termination without cause, the Client (Licensee) shall have the right to continue to use the Licensed Products until the end of the initially agreed license expiration date at the beginning of the license term. The Supplier will not issue any refund for the early termination of the license or any other part of the solution. The Supplier will also not continue to provide Support and Maintenance to the Client under the terms of the Agreement.

c. **Licensed Products (with cause)** – Upon termination with cause, the Supplier will issue a refund within 90 business days using the formula below = Total license fee paid for X number of years / # of total months of the license period * Remaining # of full months until License Expiration. The Supplier will not issue any additional refund for any other part of the solution. Upon termination with cause, the Client (Licensee) will immediately stop using the Licensed Products. Upon termination with cause, the Supplier will also immediately stop providing Support and Maintenance to the Client (Licensee).

3. **Survival.** The provisions regarding data and intellectual property ownership, records and audits, disclaimer of warranties, confidentiality, indemnification, limitations of liability, consequences of termination, indemnification and any accrued payment obligations shall survive the expiration or termination of this GTC for any reason. Mutual confidentiality obligations shall survive for three (3) years following the expiration or termination of this GTC for any reason. All other rights and obligations of the Contract Partners shall cease upon the expiration or termination of this GTC.

4. In the event of a termination, the Supplier shall in good faith cooperate with the Client in the orderly transfer of all remaining work as instructed by the Client, and to transfer to the Client all work in progress applicable within twenty (20) working days from the date of cancellation or termination. The Supplier shall be entitled to invoice Client for all work performed as of the date of the termination.

**8.0 GENERAL PROVISIONS**

1. **Force Majeure.** The Supplier shall not be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, strike, flood, embargo, labor dispute, delay or failure of any subcontract, act of sabotage, terrorism, riot, accident, delay of carrier or supplier, internet outages, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other cause beyond the Supplier’s control.

2. **Independent Contractor.** The Supplier is an independent contractor, and nothing in this GTC creates any partnership, joint venture, agency, franchise, sales or employment relationship between the Supplier and the Client.

3. **Export Control.** The Client understands and acknowledges that the Supplier is subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce which prohibits export or diversion of certain products, information, technology and technical data to certain countries.

4. **Order of Work.** The Supplier shall solely be responsible for the manner in which services are carried out.

5. **VPN Tunnel Access.** The Client shall implement the necessary technical prerequisites for remote maintenance and commits to providing the Supplier VPN tunnel access to the Relimetrics Product hardware and all the systems impacted by the Relimetrics Product if required for the purpose of remote maintenance. The Supplier is capable and entitled to provide Services remotely when required and provided that the VPN tunnel access to the Client is active.